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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/650,635	08/28/2003	Gregory J. Mesaros	GEDP111USA	7726

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EXAMINER	
ALLEN, WILLIAM J	

ART UNIT	PAPER NUMBER
3625	

DATE MAILED: 09/13/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)	
	10/650,635	MESAROS, GREGORY J.	
	Examiner	Art Unit	
	William J. Allen	3625	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *7/21/2006*.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1,2,4-20 and 22-42* is/are pending in the application.

4a) Of the above claim(s) *22-33* is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-2, 4-20, and 34-42* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on *8/28/2003* is/are: a)☒ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____ .
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

Prosecution History Summary

Claims 1-2, 4-20, and 34-42 are rejected as set forth below.

Claims 3 and 21 have been canceled per applicant's amendment filed 7/21/2006.

Claims 22-33 have been withdrawn.

Response to Arguments

Applicant's arguments with respect to claims 1-2 and 4-14 and 17-20 have been considered but are moot in view of the new ground(s) of rejection. Applicant's amendment has necessitated the new grounds of rejection.

Applicant's arguments regarding claims 15-16 and 17 have been fully considered but they are not persuasive. Applicant contests that the redistribution in Ginsberg is materially different from that of the instant application. The Examiner disagrees for at least the following:

The claim language reads as such "determining the final price paid at the end of a time period; calculating the average price paid per product; and providing a rebate when the average price paid is not equal to the final price". More particularly, Applicant argues that Ginsberg does not teach *providing a rebate when the average price paid is not equal to the final* price. In Ginsberg, this is exactly the case as Ginsberg compares the benchmark trading price (i.e. average price) to a selected trading price (i.e. final price) to determine a difference between the benchmark trading price and the selected trading price. Ginsberg then provides a rebate based on the difference level of the two prices and whether the difference level exceeds a defined level. In

any case, the rebate is given when the two prices are different, thereby, Ginsberg teaches providing the rebate when the average price and final price are not equal.

Claim Rejections - 35 USC § 103

1. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

2. Claims 1-2, 5-6, 8, 11, 13, 34-37, and 40-41 are rejected under 35 U.S.C. 103(a) as being unpatentable over Irribarren et al (US 20020065769, herein referred to as Irribarren) in view of Eso et al. (US 20030028473, herein referred to as Eso).

Regarding claim 1, Irribarren teaches:

a central connection component configured to provide a virtual forum to facilitate electronic communication between buyers and suppliers (see at least: 0055-0056, 0058-0059, Fig. 1);

at least one remote computer connected to the central connection component via a network, wherein at least one buyer employs the at least one computer to request, retrieve, and accept online bids (see at least: abstract, 0049, 0055-0059, 0065, Fig. 6A);

the virtual forum displays in real time current low bids at each tier as the bids are retrieved (see at least: 0068, 0102, 0108, 0122, Fig. 5C, 6C-D, 9E-F (note: quantity, 'current bid' (the lowest bid in a reverse auction) and 'lowest bid'), and 10C).

Irribarren, despite teaching all of the above as well as teaching the submission of bids by suppliers, does not teach where the bids submitted *include a price curve for a product, the price curve specifying a unit price in tiers based on the total volume.* Eso teaches where the bids

submitted *include a price curve for a product, the price curve specifying a unit price in tiers based on the total volume* (see at least: 0006, 0009, 0026, 0030, 0033, Fig. 2A-B and 5). It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Irribarren to have included where the bids submitted *include a price curve for a product, the price curve specifying a unit price in tiers based on the total volume* as taught by Eso in order to provide quality evaluation of bids according to requirements specified by a requester in complex settings (see at least: Eso, 0005).

Regarding claims 2, 5, and 6, Irribarren in view of Eso teaches:

(2) *wherein the central connection component is a server* (see at least: Irribarren: Fig. 1-2, 0055-0056).

(5) *wherein the virtual forum limits the period during which bids can be accepted* (see at least: Irribarren: 0066, 0069, Fig. 3 (#380), Fig. 6 (# 640)).

(6) *the virtual forum is a web page* (see at least: Irribarren: 0004, 0056, 0061, 0063, Fig. 9A-10I).

Regarding claim 8, Irribarren teaches:

requesting an online bid from at least one supplier (see at least: abstract,);

receiving bids submitted from at least one supplier (see at least: abstract, 0009, 0011, Fig. 3, 6A);

determining a lowest price bid at a respective price point (see at least: 0068, 0070, 0102, 0108, 0111, 0113, 0122, Fig. 5C, 6C-D, 9E-F (note: quantity, 'current bid' (the lowest bid in a reverse auction) and 'lowest bid'), and 10C).

accepting a bid (see at least: abstract, 0009, 0011, Fig. 3, 6A).

Irribarren, despite teaching all of the above as well as teaching the submission of bids by suppliers, does not teach where the bids received *wherein each supplier specifies a price for which it will sell a product at particular price points that vary as a function of total products ordered.* Eso teaches where the bids *include wherein each supplier specifies a price for which it will sell a product at particular price points that vary as a function of total products ordered* (see at least: 0006, 0009, 0026, 0030, 0033, Fig. 2A-B and 5). It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Irribarren to have included where the bids *include wherein each supplier specifies a price for which it will sell a product at particular price points that vary as a function of total products ordered* as taught by Eso in order to provide quality evaluation of bids according to requirements specified by a requester in complex settings (see at least: Eso, 0005).

Regarding claims 11 and 13, Irribarren in view of Eso teaches:

(11) *receiving bids during a limited period of time* (see at least: Irribarren: 0066, 0069, Fig. 3 (#380), Fig. 6 (# 640)).

(13) *the buyer specifies a ship date* (see at least: Irribarren: 0007, 0066).

Regarding claims 34-37 and 40-41, Irribarren in view of Eso teaches:

(34) *a bid modification component that updates the price curve associated with a bidding supplier in real time* (see at least: Irribarren, 0068).

(35) *displaying in real time current best bids at each tier* (see at least: 0068, 0102, 0108, 0122, Fig. 5C, 6C-D, 9E-F (note: quantity, 'current bid' (the lowest bid in a reverse auction) and 'lowest bid'), and 10C).

(36) *a best bid is based upon price and another criterion* (see at least: Irribarren: 0067, 0107, 0104; Eso: 0007, 0030, 0033, 0049, Fig. 2, 5).

(37) *a population component that automatically populates the price curve for a product* (see at least: Irribarren: 0067, 0107-0108; Eso: 0006, 0012, 0028-0032, Fig. 2A-2B, 5).

(40) *bidding suppliers are a subset of the plurality of suppliers* (see at least: 0047, 0099, 0103, 0105-0106).

(41) *receiving updated bids from at least one of the bidding supplier* (see at least: Irribarren, 0068).

3. Claims 4 and 9 are rejected under 35 U.S.C. 103(a) as being unpatentable over Irribarren in view of Eso as applied to claims 1-2, 5-6, 8, and 11, and in further view of Abeshouse et al (US 2002/0099643, herein referred to as Abeshouse).

Regarding claims 4 and 9, Irribarren in view of Eso teaches all of the above and further teaches *displaying the current lowest price bid at each price point* (see above). Irribarren, however, does not expressly teach *displaying the respective bidding supplier*. Abeshouse teaches display a hierarchy of bids, including the lowest bid, and *the respective bidding suppliers* (see at least: Fig. 6-8, 0089, 0129). It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Irribarren in view of Eso to have included displaying the *respective bidding suppliers* as taught by Abeshouse in order to provide a method, apparatus and system that beneficially provides bidders with an incentive to actively participate in an auction by submitting additional, progressively lower bids throughout the auction (see at least: Abeshouse, 0033).

4. Claim 7 is rejected under 35 U.S.C. 103(a) as being unpatentable over Irribarren in view of Eso as applied to claims 1-2, 5-6, 8, and 11, and in view of Muftic (US 5,850,442).

Regarding claim 7, Irribarren in view of Eso teaches all of the above and further teaches providing a virtual forum (see at least: Irribarren, abstract, 0055-0056, Fig. 9A-10I). Irribarren, however, does not expressly teach where the forum is an *Internet chat room*. Muftic teaches providing an auction forum in the form of an *Internet chat room* (see at least: col. 18 lines 11-24,

Fig. 23). It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Irribarren in view of Eso to have included and Internet chat room forum as taught by Muftic in order to provide users with access to an electronic analog of an auction floor (see at least: Muftic, col. 18 lines 11-24).

5. Claims 10 and 42 are rejected under 35 U.S.C. 103(a) as being unpatentable over Irribarren in view of Eso as applied to claims 1-2, 5-6, 8, and 11, and in further view of Gellman (US 2002/0035536).

Regarding claims 10 and 42, Irribarren in view of Eso teaches accepting bids defining price points/price curves for a bid by a suppliers to achieve the best price/quantity combination (see at least: Irribarren, abstract, 0009, 0011, Fig. 3, 5C, 6A, C, and D). Irribarren in view of Eso also teaches accepting bids by suppliers who have acceptable products as well as receiving bids from acceptable vendors (see at least: Irribarren: 0065, 0080, 0088, 0092). Irribarren in view of Eso, however, does not expressly teach *wherein the bid is accepted based on the lowest price.* Gellman teaches *wherein the bid is accepted based on the lowest price* (see at least: abstract, 0036). It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Irribarren in view of Eso to have included *accepting bids based on the lowest price* as taught by Gellman in order to provide an reverse auction system that offers a buying channel where marketing and trade promotion of brands, categories, and relationships can be nurtured in direct relationships with consumers and their shopping lists, unmediated by the conflicts and inefficiencies of conventional retail channels. (see at least: Gellman, abstract).

The Examiner notes that acceptable vendors/products and price constitute "price and at least one other criterion".

6. Claim 12 is rejected under 35 U.S.C. 103(a) as being unpatentable over Irribarren in view of Eso as applied to claims 1-2, 5-6, 8, and 11, and in further view of Lee et al. (US 2002/0065762, herein referred to as Lee).

Regarding claim 12, Irribarren in view of Eso teaches all of the above as noted and further teaches RFQs specifying a time period for vendors to respond (see at least: Irribarren: 0066). Irribarren in view of Eso, however, does not expressly teach wherein the time period is specified *by the buyer*. Lee teaches *a buyer specifying a time period* for which an RFQ will be posted to an electronic marketplace (see at least: 0012, 0059). It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Irribarren in view of Eso to have included *a buyer specifying a time period* as taught by Lee in order to allow a buyer to select or deselect filters in order to compare different sell bids under different conditions (see at least: Lee, 0028).

7. Claim 14 is rejected under 35 U.S.C. 103(a) as being unpatentable over Irribarren in view of Eso as applied to claims 1-2, 5-6, 8, and 11, and in further view of Hao et al. (US 2003/0041002, herein referred to as Hao).

Regarding claim 14, Irribarren in view of Eso teaches all of the above as noted and further teaches submitting prices for a given quantity of business (see at least: Irribarren, 0009) and optimizing the selling terms for buyers (see at least: Irribarren, 0046). Irribarren in view of Eso, however, does not expressly teach *accepting a bid includes accepting a supplier for a fixed length of time*. Hao teaches *wherein accepting a bid includes accepting a supplier for a fixed length of time* (see at least: 0039, 0045). The Examiner notes that a participant bids for a time interval with which the purchaser is bound to. It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Irribarren in view of Eso to have included *accepting a bid includes accepting a supplier for a fixed length of time* as taught by Hao in order to optimize the computed results of an auction according toe a predetermined objective such as total consumer payment (see at least: Hao, 0018, 0035).

8. Claims 15 and 16 are rejected under 35 U.S.C. 103(a) as being unpatentable over Irribarren in view of Eso as applied to claims 1-2, 5-6, 8, 11, and 13, and in further view of Ginsberg (US 2003/0055774).

Regarding claims 15, Irribarren in view of Eso teaches all of the above and further teaches providing aggregated volume at a final determined price (see at least: 0070). However, Irribarren in view of Eso does not expressly teach determining a final price paid at the end of a time period, calculating the average price paid per product, and providing a rebate if the final price paid equal to the final price determined according to the volume of product purchased. Ginsberg teaches *determining a final price paid at the end of a time period, calculating the average price paid per product, and providing a rebate when the final price paid equal to the final price determined according to the volume of product purchased* (see at least: 0017, 0036-0042, claims 1-15). It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Irribarren in view of Eso to have included determining a final price paid at the end of a time period, calculating the average price paid per product, and providing a rebate if the final price paid equal to the final price determined according to the volume of product purchased as taught by Ginsberg in order to for trading of an item or instrument where excess profits obtained from a sale of an item or instrument at artificially high prices are redistributed to market participants (see at least: Ginsberg, 0006).

Regarding claim 16, Irribarren in view of Eso teaches all of the above and further teaches providing aggregated volume at a final determined price (see at least: 0070). However, Irribarren in view of Eso does not expressly teach *wherein a rebate is provided to the supplier when the average price is lower than the final price determined.* Ginsberg teaches *wherein a rebate is provided to the supplier when the average price is lower than the final price determined* (see at least: 0017, 0036-0042, claims 1-15). It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Irribarren in view of Eso to have included *wherein a rebate is provided to the supplier if the average price is lower than the final price determined* as taught by Ginsberg in order to provide systems and methods for trading of an item or instrument where excess profits obtained from a sale of an item or instrument at artificially high prices are redistributed to market participants (see at least: Ginsberg, 0006).

9. Claim 17 is rejected under 35 U.S.C. 103(a) as being unpatentable over Irribarren in view of Eso and in view of Ginsberg, as applied to claims 1-2, 5-6, 8, 11, 13, and 15-16, and in further view of PTO 892 reference W (herein referred to as 892W).

Regarding claim 17, Irribarren in view of Eso in view of Ginsberg teaches all of the above and teaches the use of average prices and final paid prices to help determine an amount of rebate from excess profits (see at least: Ginsberg: 0017, 0036-0042, claims 1-15). Irribarren in view of Eso in view of Ginsberg, however, does not expressly teach *wherein a rebate is provided to the buyer when the average price paid is higher than the final price determined.* 892W teaches *wherein a rebate is provided to the buyer when the average price paid is higher than the final*

price determined (see at least: Paragraphs, 1-3, and 13). More particularly, 892W teaches a retailer providing a refund (i.e. rebate) to a customer who has overpaid for a product. The customer is permitted to receive the refund as a result of paying a higher price (analogous to the average price paid for that customer) than they would have received at a competitor. It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Irribarren in view of Eso in view of Ginsberg to have included *wherein a rebate is provided to the buyer* as taught by 892W in order to preserve an entire sale by rebating a few dollars, thereby improving the allegiance of a customer for future sales while still providing a profit maximizing practice (see at least: 892W, Paragraphs 13, 36).

10. Claims 18-19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Irribarren in view of Eso and in view of Ginsberg in view of 892W, as applied to claims 1-2, 5-6, 8, 11, 13, and 15-17, and in further view of PTO 892 reference U (herein referred to as 892U).

Regarding claim 18, Irribarren in view of Eso in view of Ginsberg in view of 892W teaches all of the above as noted but do not expressly teach *wherein providing a rebate includes not charging product fees until the rebate amount owed is recovered.* 892U teaches *wherein providing a rebate includes no charging product fees until the rebate amount owed is recovered* (see at least: Paragraph 5). The Examiner notes that 892U teaches the use of instant rebates (i.e. rebates automatically given to the customer before being charged for the product). Thereby, by providing an instant rebate, product fees are not charge until the amount of that instant rebate have been deducted (i.e. recovered). It would have been obvious to one of ordinary skill in the art

at the time of invention to have modified the invention of Irribarren in view of Eso in view of Ginsberg in view of 892W to have included *wherein providing a rebate includes no charging product fees until the rebate amount owed is recovered* as taught by 892U in order to increase customer acquisition and retention for Internet based businesses (see at least: 892UParagraph 5).

Regarding claim 19, Irribarren in view of Eso in view of Ginsberg in view of 892W teaches all of the above as noted but do not expressly teach *wherein providing a rebate includes not charging product fees until the rebate amount owed is recovered.* 892U teaches *wherein providing a rebate includes reducing a fee with a predetermined price floor established until the rebate amount owed is recouped* (see at least: Paragraph 5). The Examiner notes that 892U teaches the use of instant rebates (i.e. rebates automatically given to the customer before being charged for the product). Additionally, the minimum price being charged by the vendor (i.e. the price – rebated amount) constitutes a price floor. Thereby, by providing an instant rebate, the product fee is reduced instantly with the rebate amount being recouped instantly. It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Irribarren in view of Eso in view of Ginsberg in view of 892W to have included *wherein providing a rebate includes no charging product fees until the rebate amount owed is recovered* as taught by 892U in order to increase customer acquisition and retention for Internet based businesses (see at least: 892UParagraph 5).

11. Claim 20 is rejected under 35 U.S.C. 103(a) as being unpatentable over Irribarren in view of Eso and in view of Ginsberg in view of 892W, as applied to claims 1-2, 5-6, 8, 11, 13, and 15-17, and in further view of PTO 892 reference V (herein referred to as 892V).

Regarding claim 20, Irribarren in view of Eso in view of Ginsberg in view of 892W teaches all of the above as noted but does not expressly teach *wherein providing a rebate includes crediting an online account.* 892V teaches *wherein providing a rebate includes crediting an online account* (see at least: Paragraph 1*, 3*). It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Irribarren in view of Eso in view of Ginsberg in view of 892W in order to help consumers and businesses easily move cash over the internet via online accounts (see at least: 892V, Paragraph 5).

12. Claims 38-39 are rejected under 35 U.S.C. 103(a) as being unpatentable over Irribarren in view of Eso as applied to claims 1-2, 5-6, 8, 11, 13, 34-37, and in further view of Cao et al. (US 2003/0195832, herein referred to as Cao).

Regarding claims 38-39, Irribarren in view of Eso teaches all of the above as noted and further teaches *a population component that automatically populates the price curve for a product* (see at least: Eso: 0006, 0012, 0028-0032, Fig. 2A-2B, 5). Irribarren in view of Eso, however, does not expressly teach where *the price curve is populated with a previously submitted bid* where *the previously submitted bid was a winning bid.* Cao teaches where *the price curve is populated with a previously submitted bid* where *the previously submitted bid was a*

winning bid (see at least: abstract, 0009, 0013, 0018, 0021, 0024, Fig. 1). It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Irribarren in view of Eso to have included where *the price curve is populated with a previously submitted bid* where *the previously submitted bid was a winning bid* as taught by Cao in order to provide a user with a winning probability estimation using historical bid data (see at least: Cao: 0007-0009).

Conclusion

13. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL.** See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to William J. Allen whose telephone number is (571) 272-1443. The examiner can normally be reached on 8:00 AM to 5:30 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jeff A. Smith can be reached on (571) 272-6763. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

William J. Allen
Patent Examiner
September 5, 2006

Jeffrey A. Smith
Primary Examiner